

ISSUANCE DATE: January 4, 2013
BID OPENING DATE: January 18, 2013
BMA APPROVAL DATE: February 11, 2013

**CITY OF GERMANTOWN
INVITATION TO BID
POLICE VEHICLE EQUIPMENT**



**1930 S. Germantown Road
Germantown, TN 38138**



CITY OF GERMANTOWN TENNESSEE

1930 South Germantown Road • Germantown, Tennessee 38138-2815
Phone (901) 757-7200 Fax (901) 757-7292 www.germantown-tn.gov

REQUEST FOR BIDS

Date: January 4, 2013

The City of Germantown, Tennessee, will accept Bids on:

POLICE VEHICLE EQUIPMENT

Bid shall be mailed in a **sealed envelope** marked “” in the lower left-hand corner of the envelope and addressed to Purchasing Officer, City of Germantown, P. O. Box 38809, Germantown, TN 38183-0809 or, **if using express mail** (Fed Ex, Priority Mail, etc), address to 1930 S. Germantown Rd., Germantown, TN 38138. Please place in a sealed envelope inside the express mail packaging. (*Bid must be received by the City prior to the time indicated below.*) **Please mark envelope with the name of the Bid and company name.**

BID DATE: Bid shall be opened at 1930 S. Germantown Rd at 2:00 p.m. on January 18, 2013.

All purchases are F.O.B. Germantown, Tennessee per attached specifications.

The City reserves the right to accept or reject any Bid, to accept a Bid containing variations from these specifications if the Bid so merits, and to accept partial Bids. Bids must be submitted on the Bid document that the City issues and it must be signed.

The Successful Bidder shall be prohibited from discriminating against any individual due to his race, creed, color, national origin, age or sex.

The City may waive any informalities or minor irregularities. The Board of Mayor and Aldermen is the final authority and shall have the right to reject any single Bid or all Bids submitted.

See attached Specifications and Bid Sheet that must be returned as part of the Bid. Returning the form for disclosure of the Title VI and Title IX information is voluntary.

The Standard Germantown Terms & Conditions are included and will be required from the selected Bidder.

Sincerely,

Lisa A. Piefer

Lisa A. Piefer
Purchasing Officer

**CITY OF GERMANTOWN
POLICE VEHICLE EQUIPMENT – SPECIFICATIONS & BID SHEET**

The City of Germantown is seeking vendors to submit bids for Police Vehicle Equipment for a 2013 Chevrolet Tahoe see items indicated herein. Please Specify Brands/Models, see or equal exceptions. All prices must be quoted with shipping included and installed at the vendor's location.

<u>ITEM</u>	<u>QTY.</u>	<u>DESCRIPTION</u>	<u>Unit Price</u>	<u>Total Price</u>
1	12 EACH	SETINA PB-450-L, PURSUIT PUSH BUMPERS, FOUR (4) FEDERAL VIPER EXT LED BLUE LIGHTS, PART NUMBER #BK0020TAH07 BRAND: _____ MODEL: _____	\$ _____	\$ _____
2	24 EACH	FEDERAL SIGNAL DYNAMAX ES100 SPEAKER PART NUMBER #ES100 OR EQUAL BRAND: _____ MODEL: _____	\$ _____	\$ _____
3	12 EACH	FEDERAL SIGNAL RUMBLER SYSTEM PART NUMBER #RUMBLER-3 OR EQUAL BRAND: _____ MODEL: _____	\$ _____	\$ _____
4	12 SETS	FEDERAL SIGNAL RUMBLER BRACKETS, PART NUMBER #RB-TAH008 OR EQUAL BRAND: _____ MODEL: _____	\$ _____	\$ _____
5	24 EACH	AXIXTECH PAR 36 BLUE LED LIGHTHEADS PART NUMBER #PAR36X10 OR EQUAL BRAND: _____ MODEL: _____	\$ _____	\$ _____
6	12 EACH	AXIXTECH PAR 36 CHEVROLET TAHOE MOUNTS PART NUMBER #MBPAR36 OR EQUAL BRAND: _____ MODEL: _____	\$ _____	\$ _____

<u>ITEM</u>	<u>QTY.</u>	<u>DESCRIPTION</u>	<u>Unit Price</u>	<u>Total Price</u>
7	12 EACH	FEDERAL SIGNAL, HEADLIGHT FLASHER PART NUMBER #FHLP-TAH OR EQUAL BRAND: _____ MODEL: _____	\$ _____	\$ _____
8	12 EACH	PATRIOT PARTITION, HALF SLIDER W/SAFETY WIRE INSERT, PART NUMBER #475-0521 BRAND: _____ MODEL: _____	\$ _____	\$ _____
9	12 EACH	PATRIOT CARGO BARRIER PART NUMBER 475-0754 BRAND: _____ MODEL: _____	\$ _____	\$ _____
10	24 EACH	FEDERAL SIGNAL, CORNER LED MODULES BLUE, PART NUMBER #416200-3 BRAND: _____ MODEL: _____	\$ _____	\$ _____
11	12 EACH	FEDERAL SIGNAL SMART SIREN W/SIGNAL MASTER PART NUMBER #SS2000SM BRAND: _____ MODEL: _____	\$ _____	\$ _____
12	12 EACH	FEDERAL SIGNAL REMOTE MICROPHONE CABLE PART NUMBER #RMK BRAND: _____ MODEL: _____	\$ _____	\$ _____

<u>ITEM</u>	<u>QTY.</u>	<u>DESCRIPTION</u>	<u>Unit Price</u>	<u>Total Price</u>
13	12 EACH	FEDERAL SIGNAL PA MICROPHONE PART NUMBER #MNCT-SB BRAND: _____ MODEL: _____	\$ _____	\$ _____
14	12 EACH	PATRIOT GUN LOCK REMINGTON 870 PART NUMBER #475-0016 BRAND: _____ MODEL: _____	\$ _____	\$ _____
15	48 EACH	FEDERAL SIGNAL 6 BUTTON LED MODULES BLUE PART NUMBER #MPS600- BB	\$ _____	\$ _____
16	12 EACH	PATRIOT WINDOW ARMOR WITH ABS DOOR PANELS PART NUMBER #475-0064 BRAND: _____ MODEL: _____	\$ _____	\$ _____
17	12 EACH	FEDERAL SIGNAL LEGEND LED LIGHTBAR 53" PART NUMBER #LGD53Z-00017 BRAND: _____ MODEL: _____	\$ _____	\$ _____
18	24 EACH	FEDERAL SIGNAL SPEAKER BRACKET PART NUMBER #ESB-U BRAND: _____ MODEL: _____	\$ _____	\$ _____

<u>ITEM</u>	<u>QTY.</u>	<u>DESCRIPTION</u>	<u>Unit Price</u>	<u>Total Price</u>
19	12 EACH	AXIXTECH BRACKET LICENSE PLATE MOUNT FOR MS6BS PART NUMBER #MBLPMS6BS BRAND: _____ MODEL: _____	\$ _____	\$ _____
20	12 EACH	SOUNDOFF ULTRALITE 8 MODULE EXT BLUE OR EQUAL PART NUMBER #EL3D08A00B BRAND: _____ MODEL: _____	\$ _____	\$ _____
21	12 EACH	INSTALLATION CHARGE FOR LABOR ON CITY SUPPLIED RADAR SYSTEM	\$ _____	\$ _____
22	12 EACH	INSTALLATION CHARGE FOR LABOR ON CITY SUPPLIED RADAR SYSTEM	\$ _____	\$ _____
23	12 EACH	INSTALLATION CHARGE FOR LABOR ON CITY SUPPLIED L3 CAMERA	\$ _____	\$ _____
24	12 EACH	INSTALLATION CHARGE FOR LABOR ON CITY SUPPLIED BRITE COMPUTER	\$ _____	\$ _____

DESCRIBE ANY EXCEPTIONS TO THE
SPECIFICATIONS:

COMPANY NAME

SIGNATURE

DELIVERY DATE AFTER ORDER RECEIPT

PRINT NAME & TITLE

PRICES EFFECTIVE UNTIL (DATE)

TELEPHONE & E-MAIL ADDRESS

TITLE VI INFORMATION

1. The City of Germantown agrees to comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), and the Department of Transportation Implementing Regulations (49 CFR Part 21) relative to the Contract which is the subject hereof.
2. The Contractor is requested, but is not obligated, to include the attached disclosure sheet, Voluntary Title VI and Title IX Form, with the Contractor's sealed bid.

VOLUNTARY TITLE VI AND TITLE IX FORM

Attach form to sealed bid

For Title VI and Title IX compliance, the Contractor's voluntary disclosure of the following information is requested.

1. Number of Contractor's Employees Who Are:

_____ Male

_____ Female

2. Number of Contractor's Employees Who Are:

_____ Caucasian

_____ African-American

_____ Other (please specify) _____



CITY OF GERMANTOWN
CITY OF GERMANTOWN
FINANCE & GENERAL SERVICES DEPARTMENT
Purchasing Division
1930 S. Germantown Road
Germantown, TN 38138
(901)757-7260 • FAX (901)757-7258
E-Mail: Purchasing@germantown-tn.gov
Website: www.germantown-tn.gov

Standard Terms & Conditions

The following terms and conditions (the "Terms and Conditions") shall apply to any and all purchase orders (the "PO") issued by the City of Germantown (the "COG").

ACCEPTANCE: Acceptance of this PO is expressly limited to the Terms and Conditions stated herein, and Vendor shall be bound thereby when it provides written acceptance of the PO or commences any performance hereunder.

ALTERATIONS OR AMENDMENTS: Additional or different terms proposed by Vendor shall not be applicable to the PO or the Terms and Conditions unless accepted in writing by a duly authorized representative of the COG. No change, modification or revision of this PO shall be valid unless in writing and signed by a duly authorized representative of the COG.

ASSIGNMENTS: Vendor shall not delegate or assign the PO or any part thereof without the prior written consent of the COG.

COMPLIANCE WITH APPLICABLE LAW: Vendor will fully observe and comply with all applicable federal, state and local laws and regulations governing the conduct of Vendor's business and the delivery of goods and/or services pursuant to the PO.

TAXES: The COG is exempt from paying Tennessee sales and use tax and federal excise tax. Price(s) must be exclusive of these taxes. Vendor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any goods and/or services delivered under the PO.

DELIVERY REQUIREMENTS: Unless otherwise stated on the PO, the delivery terms of any goods delivered to the COG under the PO shall be FOB DESTINATION, and title shall pass to the COG upon acceptance at the final delivery point. Prices shall include delivery as well as any necessary unloading and inside delivery. If delivery of the goods cannot be made as specified and at the price shown on the PO, Vendor must notify the COG immediately. Overshipments will not be accepted unless authorized by the COG in advance and in writing and, if unauthorized, will be returned to the Vendor at the Vendor's expense.

RIGHTS OF INSPECTION AND REJECTION: Final inspection of any goods delivered under the PO shall be made at the final delivery point. The COG shall have the right to reject any or all items not in conformance with the PO and/or applicable specifications and Vendor shall be responsible for any and all costs associated with such rejection, including transportation and

handling costs for the return of such goods. Acceptance of goods does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

IDENTIFICATION: The PO number must appear on all invoices, packing slips, shipping notices, freight bills and correspondence concerning this PO. Packing lists indicating the contents of each package must accompany each shipment.

INVOICES: All invoices must reference the PO number and shall be sent to: City of Germantown, Accounts Payable, 1930 S. Germantown Road, Germantown, TN 38138. In addition to the PO number, invoices should include the following: Vendor name and address, data and number of invoice, delivery date, and any other information (e.g., quantity, description, period of performance) necessary to identify the goods and/or services for which the payment is requested. The COG will not be responsible for equipment, materials, services or supplies delivered or furnished to the COG without a valid PO.

PAYMENT: Standard terms for payment shall be NET 30 DAYS unless otherwise noted on the face of the PO. Payment discount period will be calculated from the date of receipt of a complete, current invoice or receipt and acceptance of goods and/or services, whichever is later. Payments shall be made by the COG upon satisfactory delivery and acceptance of all goods and/or services to be delivered by Vendor under the PO and submission of a proper invoice containing the required information set forth above. Each PO shall be covered by separate invoice.

WARRANTIES: For a period of one year from the date of final acceptance by the COG of the goods and/or services provided pursuant to the PO, whether by Vendor or through a subcontractor, or for the period stated in the Vendor's/manufacturer's standard warranty, whichever is longer, Vendor warrants that: (i) in the case of goods, all goods supplied under this PO will be merchantable and free from defects in material, workmanship and design; will conform to applicable specifications; will be fit for the purpose intended and free from liens and/or encumbrances of any nature; and (ii) in the case of services, all services supplied under this PO shall conform to all applicable standards of care and practice in effect at the time the service is performed; be of the highest quality; and be free from all faults, defects or errors. If any defect or faulty material is found, Vendor shall immediately, upon notification by the COG, proceed at Vendor's expense to replace or repair the same, together with any finishes, fixtures, equipment and furnishings that may be damaged as a result of the defect. Vendor shall use its best efforts to resolve the defect within five (5) days of written notification by the COG of the defect. Replaced and repaired goods shall be warranted for the remainder of the warranty period. The warranties contained herein shall survive the termination or expiration of the PO and are in addition to any and all other warranties arising by law or agreement.

INDEMNIFICATION: The Vendor shall assume all risk in connection with the performance of the PO, and shall be liable for any damages to persons or property resulting from the negligent or willful acts, errors, or omissions of the Vendor, its agents, servants, and/or employees in connection with the delivery of the goods and/or services covered by the PO. The Vendor agrees that it will indemnify and hold the COG and its employees harmless from all claims of any type and for any expenses and costs including attorney's fees and court costs which may be incurred by the COG arising from the negligent or willful acts, errors, or omissions of the Vendor, its agents, servants and/or employees in the performance of the PO, and the Vendor will carry sufficient general liability insurance to provide the above indemnification. The indemnities set forth herein shall

survive the expiration or termination of the PO.

EQUAL EMPLOYMENT OPPORTUNITY: In the performance of the PO, the Vendor shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin or sex. The Vendor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin or sex. The Vendor agrees to post in conspicuous spaces available to employees and applicants for employment a notice setting forth the provisions of the non-discrimination clause contained hereinabove. The Vendor shall, in all solicitations or advertisements for employees placed by, or on behalf of, the Vendor, state that all qualified applicants shall receive consideration for employment without regard to race, creed, color, national origin or sex. The Vendor shall incorporate the foregoing requirements of this paragraph in all subcontracts, if any, for services or products covered by the PO.

OFFICIALS NOT TO BENEFIT: The Vendor declares that neither the Mayor, nor any Aldermen, nor any other COG official or employee holds a direct or indirect interest in the PO. The Vendor pledges that it will notify the COG in writing should any COG official become either directly or indirectly interested in the PO. The Vendor declares that as of the date of this declaration that it has not given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the COG, or to pay anyone else for the benefit of any official or employee of the COG any sum of money or other thing of value for aid or assistance in obtaining the PO. The Vendor further pledges that neither it nor any of its owners, officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the Vendor or anyone else for the benefit thereof any sum of money or other thing of value with a view to securing a contract or securing favorable treatment with respect to an award or amendment to the PO or the making of any determination with respect to the performance of any contract.

SEVERABILITY: If any provision of the PO is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

GOVERNING LAW/VENUE: The PO shall be construed and enforced in accordance with the laws of the State of Tennessee. Any action at law or other judicial proceeding for the enforcement of any provision shall be instituted in a state court located in the County of Shelby, State of Tennessee.

TERMINATION: The COG may terminate this PO or any part thereof, with or without cause, by providing written notice to Vendor. Upon receipt of such notice, the Vendor shall immediately discontinue delivery of all goods and/or services under the PO (unless the notice directs otherwise). If the termination is due to the failure of the Vendor to fulfill its obligations under the PO, the COG may:

- 1) Require the Vendor to deliver any goods and/or services described in the notice of termination;
- 2) Take over and prosecute the same to completion by contract or otherwise, and the Vendor shall be liable for any additional cost incurred by the COG and/or
- 3) Withhold any payments to the Vendor for purpose of set-off or partial payments, as the case may be, of amounts owed by the COG to the Vendor.

The COG shall only be liable for payment for goods delivered and/or services rendered before the effective date of any termination. In the event funds are not appropriated by the COG for the goods and/or services to be provided under the PO or in the event insufficient funds exist to purchase the goods and/or services, then the PO shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligation owed to or by either party.